



## The Employment & Consumer Law Group

This Agreement is made by and between The Lampo Group, LLC, its affiliates, agents and assigns (hereinafter “Employer”), and Brad Amos, (hereinafter “Employee”).

The Employee has made allegations against the Employer and has expressed his intention to file a lawsuit against the Employer. The Employer denies the allegations. In order to provide the parties an opportunity to discuss possible resolution of their differences before any complaint is filed, they have agreed to enter into this Agreement. For good and sufficient consideration, the receipt of which is hereby acknowledged, Employer and Employee hereby agree as follows:

1. Tolling Provision. No statute of limitations on any claim under the Tennessee Human Rights Act or other state discrimination statutes, common law fraud, or common law negligent misrepresentation which the Employee may have against the Employer shall run against Employee and the same shall be tolled during the period of time while this Agreement is in effect (“Tolled Period”). Nothing contained in this Agreement shall be deemed as an admission by any party with respect to any allegations or claims or that jurisdiction for any claim exists.
2. Agreement Inadmissible. This Agreement and the fact that the parties executed this Agreement are not admissible in evidence in any subsequent proceeding between the parties, except for the limited purpose of offering it in evidence with respect to a computation of time relevant to any defense raised regarding the statute of limitations, laches, estoppel or waiver.
3. No Waiver. The parties agree that this Agreement shall not be construed as a waiver and shall have no effect on any timing defenses, including by way of example and not by limitation, the statute of limitations, laches or other defenses based upon the passage of time, that may be available to Employer other than as excluded by the Tolled Period. All time periods prior to and after the Tolled Period shall be included in the calculation of and running of any applicable timing defenses.
4. Duration of the Tolling Period. The Tolled Period is effective as of April 8, 2021, and shall terminate (a) on the same day as Employee files a complaint with any administrative agency or a court or (b) on the 30<sup>th</sup> day after either party gives written notice of cancellation to the other, whichever occurs first.
5. Modification. This Agreement can be modified only in a writing signed by the parties. This Agreement shall constitute the entire understanding between the parties concerning the subject matter of this Agreement and supersedes and replaces all prior negotiations, proposed agreements, and agreements, written or oral, relating to this subject.

6. Successors. This Agreement shall bind and benefit each of the parties and their respective successors and assigns.

7. Governing law. This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Tennessee.

8. Authority to Bind. Each Counsel executing this Agreement represents and warrants that he has been authorized to enter into this Agreement on behalf of the party on whose behalf it is signed and that signatory has full and complete authority to do so.

9. Notices. Any notice, request, instructions or other document to be provided hereunder by either party to the other shall be in writing and delivered personally or mailed by certified mail, postage prepaid, return receipt requested (such personally delivered or mailed notice to be effective on the date actually received) or by electronic means as follows:

If to Employee, address to:

Jonathan Street  
The Employment & Consumer Law Group  
1720 West End Ave., Suite 402  
Nashville, TN 37203  
Email: street@eclaw.com

If to Employer, address to:

The Lampo Group, LLC  
Daniel E. Cortez  
1011 Reams Fleming Blvd.  
Franklin, TN 37064

DATED: April 8, 2021

**Employee**



By: \_\_\_\_\_  
Jonathan Street

**Employer**

*Daniel E. Cortez*

By: Daniel E. Cortez (Apr 8, 2021 10:29 CDT)






# Tolling Agreement with DEC Comments Jons Edits

Final Audit Report

2021-04-08

Created:	2021-04-08
By:	Lauren Piper (lauren.piper@daveramsey.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAA4VOF4GomlrNXZFzCb0NBj-t4a2efpwGu

## "Tolling Agreement with DEC Comments Jons Edits" History

-  Document created by Lauren Piper (lauren.piper@daveramsey.com)  
2021-04-08 - 3:27:41 PM GMT - IP address: 198.52.27.5
-  Document emailed to Daniel E. Cortez (daniel.cortez@ramseysolutions.com) for signature  
2021-04-08 - 3:28:02 PM GMT
-  Email viewed by Daniel E. Cortez (daniel.cortez@ramseysolutions.com)  
2021-04-08 - 3:28:48 PM GMT - IP address: 198.52.27.5
-  Document e-signed by Daniel E. Cortez (daniel.cortez@ramseysolutions.com)  
Signature Date: 2021-04-08 - 3:29:30 PM GMT - Time Source: server- IP address: 198.52.27.5
-  Agreement completed.  
2021-04-08 - 3:29:30 PM GMT



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